

Laura Vartain Horn (SBN 258485)
KIRKLAND & ELLIS LLP
555 California Street, Suite 2700
San Francisco, CA 94104
Telephone: (415) 439-1625
laura.vartain@kirkland.com

Allison M. Brown (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
2005 Market Street, Suite 1000
Philadelphia, PA 19103
Telephone: (215) 268-5000
alli.brown@kirkland.com

Jessica Davidson (Admitted *Pro Hac Vice*)
KIRKLAND & ELLIS LLP
601 Lexington Avenue
New York, NY 10022
Telephone: (212) 446-4800
jessica.davidson@kirkland.com

Attorneys for Defendants

UBER TECHNOLOGIES, INC., RASIER, LLC,
And RASIER-CA, LLC

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

IN RE: UBER TECHNOLOGIES, INC.,
PASSENGER SEXUAL ASSAULT
LITIGATION

This Document Relates to:

B.L. v. Uber Technologies, Inc., et al., No. 24-
cv-7940

Case No. 3:23-md-03084-CRB

**ANSWER TO AMENDED BELLWETHER
COMPLAINT AND DEMAND FOR JURY
TRIAL**

Judge: Hon. Lisa J. Cisneros
Courtroom: G – 15th Floor

Defendants Uber Technologies, Inc.; Rasier, LLC; and Rasier-CA, LLC (together, “Uber” or “Defendants”) answer the Amended Bellwether Complaint and Demand for Jury Trial (“Complaint”) of B.L. (“Plaintiff”) as follows:

Designated Forum

RESPONSE TO PARAGRAPH NO. 1:

Uber admits that Plaintiff has identified the Northern District of California as the Federal District Court in which the Plaintiff would have filed in the absence of direct filing.

Identification of Parties

RESPONSE TO PARAGRAPH NO. 2:

Uber admits that Plaintiff has identified herself using the initials B.L. Uber is without knowledge or information sufficient to form a belief as to the truth of the other allegations in Paragraph 2 of the Complaint and therefore denies same.

RESPONSE TO PARAGRAPH NO. 3:

Uber admits that Plaintiff has represented that she resides in Austin, Travis County, Texas.

RESPONSE TO PARAGRAPH NO. 4:

Defendants admit that Plaintiff has brought the above-captioned lawsuit against Uber Technologies, Inc., Rasier, LLC, and Rasier-CA, LLC but denies Plaintiff is entitled to relief from any Defendant.

RESPONSE TO PARAGRAPH NO. 5:

Uber denies the allegations in Paragraph 5 of the Complaint.

RESPONSE TO PARAGRAPH NO.6:

Uber admits that Plaintiff had access to the rider version of the Uber app at the time of the incident forming the basis of this lawsuit. Uber is without knowledge or information sufficient to form a belief as to the truth of the other allegations in Paragraph 6 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 7:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 7 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 8:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 8 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 9:

Uber admits an individual named Edwin Castaneda Orozco had access to the driver version of the Uber app on August 12, 2022. Uber is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 9 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 10:

Uber denies the allegations in Paragraph 10 of the Complaint.

RESPONSE TO PARAGRAPH NO. 11:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 11 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 12:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 12 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 13:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 13 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 14:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 14 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 15:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 15 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 16:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 16 of the Complaint as stated and therefore denies same.

1 **RESPONSE TO PARAGRAPH NO. 17:**

2 Uber is without knowledge or information sufficient to form a belief as to the truth of the
3 allegations in Paragraph 17 of the Complaint as stated and therefore denies same.

4 **RESPONSE TO PARAGRAPH NO. 18:**

5 Uber is without knowledge or information sufficient to form a belief as to the truth of the
6 allegations in Paragraph 18 of the Complaint as stated and therefore denies same.

7 **RESPONSE TO PARAGRAPH NO. 19:**

8 Uber is without knowledge or information sufficient to form a belief as to the truth of the
9 allegations in Paragraph 19 of the Complaint as stated and therefore denies same.

10 **RESPONSE TO PARAGRAPH NO. 20:**

11 Uber is without knowledge or information sufficient to form a belief as to the truth of the
12 allegations in Paragraph 20 of the Complaint as stated and therefore denies same.

13 **RESPONSE TO PARAGRAPH NO. 21:**

14 Uber is without knowledge or information sufficient to form a belief as to the truth of the
15 allegations in Paragraph 21 of the Complaint as stated and therefore denies same.

16 **RESPONSE TO PARAGRAPH NO. 22:**

17 Uber is without knowledge or information sufficient to form a belief as to the truth of the
18 allegations in Paragraph 22 of the Complaint as stated and therefore denies same.

19 **RESPONSE TO PARAGRAPH NO. 23:**

20 Uber is without knowledge or information sufficient to form a belief as to the truth of the
21 allegations in Paragraph 23 of the Complaint as stated and therefore denies same.

22 **RESPONSE TO PARAGRAPH NO. 24:**

23 Uber is without knowledge or information sufficient to form a belief as to the truth of the
24 allegations in Paragraph 24 of the Complaint as stated and therefore denies same.

25 **RESPONSE TO PARAGRAPH NO. 25:**

26 Uber is without knowledge or information sufficient to form a belief as to the truth of the
27 allegations in Paragraph 25 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 26:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 26 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 27:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 27 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 28:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 28 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 29:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 29 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 30:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 30 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 31:

Uber denies the allegations in Paragraph 31 of the Complaint.

RESPONSE TO PARAGRAPH NO. 32:

Uber denies the allegations in Paragraph 32 of the Complaint.

Causes of Action Asserted

RESPONSE TO PARAGRAPH NO. 33:

Paragraph 33 of the Complaint is not directed to Uber and does not require a response. To the extent a response is required, Uber denies that Plaintiff is entitled to relief under any of the claims identified in this paragraph.

Additional Allegations in Support of Vicarious Liability Claims

RESPONSE TO PARAGRAPH NO. 34:

Uber denies the allegations in Paragraph 34 of the Complaint.

RESPONSE TO PARAGRAPH NO. 35:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 35 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 36:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 36 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 37:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 37 of the Complaint as stated and therefore denies same.

Additional Allegations in Support of Fraud and Misrepresentation**RESPONSE TO PARAGRAPH NO. 38:**

Paragraph 38 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 38 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 39:

Paragraph 39 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 39 of the Complaint.

RESPONSE TO PARAGRAPH NO. 40:

Paragraph 40 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 40 of the Complaint.

RESPONSE TO PARAGRAPH NO. 41:

Paragraph 41 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 41 of the Complaint.

RESPONSE TO PARAGRAPH NO. 42:

Paragraph 42 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 42 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 43:

Paragraph 43 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 43 of the Complaint as stated and therefore denies same.

RESPONSE TO PARAGRAPH NO. 44:

Paragraph 44 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 44 of the Complaint.

RESPONSE TO PARAGRAPH NO. 45:

Paragraph 45 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 45 of the Complaint.

RESPONSE TO PARAGRAPH NO. 46:

Paragraph 46 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 46 of the Complaint.

RESPONSE TO PARAGRAPH NO. 47:

Paragraph 47 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 47 of the Complaint.

RESPONSE TO PARAGRAPH NO. 48:

Paragraph 48 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 48 of the Complaint.

RESPONSE TO PARAGRAPH NO. 49:

Paragraph 49 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 49 of the Complaint.

RESPONSE TO PARAGRAPH NO. 50:

Paragraph 50 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 50 of the Complaint.

RESPONSE TO PARAGRAPH NO. 51:

Paragraph 51 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 51 of the Complaint.

RESPONSE TO PARAGRAPH NO. 52:

Paragraph 52 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 52 of the Complaint.

RESPONSE TO PARAGRAPH NO. 53:

Paragraph 53 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 53 of the Complaint.

RESPONSE TO PARAGRAPH NO. 54:

Paragraph 54 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 54 of the Complaint.

RESPONSE TO PARAGRAPH NO. 55:

Paragraph 55 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 55 of the Complaint.

RESPONSE TO PARAGRAPH NO. 56:

Paragraph 56 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 56 of the Complaint.

RESPONSE TO PARAGRAPH NO. 57:

Paragraph 57 of the Complaint does not require a response because the related claim was dismissed by the Court in PTO 28. To the extent a response is required, Uber denies the allegations in Paragraph 57 of the Complaint.

RESPONSE TO PARAGRAPH NO. 58:

Uber denies the allegations in Paragraph 58 of the Complaint.

RESPONSE TO PARAGRAPH NO. 59:

Uber denies the allegations in Paragraph 59 of the Complaint.

RESPONSE TO PARAGRAPH NO. 60:

Uber denies the allegations in Paragraph 60 of the Complaint.

RESPONSE TO PARAGRAPH NO. 61:

Uber denies the allegations in Paragraph 61 of the Complaint.

RESPONSE TO PARAGRAPH NO. 62:

Uber is without knowledge or information sufficient to form a belief as to the truth of the allegations in Paragraph 62 of the Complaint as stated and therefore denies same.

1 **RESPONSE TO PARAGRAPH NO. 63:**

2 Uber denies the allegations in Paragraph 63 of the Complaint.

3 **RESPONSE TO PARAGRAPH NO. 64:**

4 Uber denies the allegations in Paragraph 64 of the Complaint.

5 **RESPONSE TO PARAGRAPH NO. 65:**

6 Uber denies the allegations in Paragraph 65 of the Complaint.

7 **RESPONSE TO PARAGRAPH NO. 66:**

8 Uber denies the allegations in Paragraph 66 of the Complaint.

9 **RESPONSE TO PARAGRAPH NO. 67:**

10 Uber denies the allegations in Paragraph 67 of the Complaint, except admits that at certain
11 points in time, some drivers who use the Uber platform have had access to a “Record My Ride” feature.

12 **RESPONSE TO PARAGRAPH NO. 68:**

13 Uber denies the allegations in Paragraph 68 of the Complaint.

14 **RESPONSE TO PARAGRAPH NO. 69:**

15 Uber denies the allegations in Paragraph 69 of the Complaint.

16 **RESPONSE TO PARAGRAPH NO. 70:**

17 Uber denies the allegations in Paragraph 70 of the Complaint.

18 **RESPONSE TO PARAGRAPH NO. 71:**

19 Uber denies the allegations in Paragraph 71 of the Complaint.

20 **RESPONSE TO PARAGRAPH NO. 72:**

21 Uber denies the allegations in Paragraph 72 of the Complaint.

22 **RESPONSE TO PARAGRAPH NO. 73:**

23 Uber denies the allegations in Paragraph 73 of the Complaint.

24 **RESPONSE TO PARAGRAPH NO. 74:**

25 Uber denies the allegations in Paragraph 74 of the Complaint.

26 **RESPONSE TO PARAGRAPH NO. 75:**

27 Uber denies the allegations in Paragraph 75 of the Complaint.

1 **RESPONSE TO PARAGRAPH NO. 76:**

2 Uber denies the allegations in Paragraph 76 of the Complaint.

3 **RESPONSE TO PARAGRAPH NO. 77:**

4 Uber denies the allegations in Paragraph 77 of the Complaint.

5 **AFFIRMATIVE & OTHER DEFENSES**

- 6 1. *Intervening/superseding criminal act.* The damages of which Plaintiff complains were
7 proximately caused or contributed to by the criminal acts of other persons.
- 8 2. *Failure to join indispensable parties.* Plaintiff's claims are barred by her failure to join
9 parties who are necessary and indispensable, including the driver who allegedly
10 committed the acts giving rise to her lawsuit.
- 11 3. *Good faith.* Defendants acted in good faith, dealt fairly with Plaintiff, and gave adequate
12 warnings to Plaintiff with regard to all known or reasonably knowable risks associated
13 with the use of the Uber service.
- 14 4. *Independent contractor.* Plaintiff's claims are barred, in whole or in part, under the
15 independent contractor defense, as the driver alleged to have committed the acts giving
16 rise to this lawsuit was independently responsible for his own means, methods, and
17 actions.
- 18 5. *Apportionment of fault/comparative fault.* Any alleged damages awarded to Plaintiff must
19 be apportioned according to the respective fault of the parties, persons and entities who
20 contributed to Plaintiff's supposed losses or injuries.
- 21 6. *Consent/assumption of risk.* Plaintiff consented to the use of the Uber service knowing
22 the nature and potential risks surrounding that service.
- 23 7. *Offset/failure to mitigate damages.* Plaintiff is not entitled to recover any damages due to
24 her own failure to take reasonable efforts to mitigate the amount of those damages. And
25 to the extent she has mitigated her damages, the costs incurred by Plaintiff were (or will
26 be) borne, in whole or in part, from collateral sources, including through insurance.
- 27
28

8. *Joint and several liability.* Any liability for any non-economic damages awarded to Plaintiff must be limited by California Civil Code § 1431.2, which limits Uber's responsibility to its proportionate share of those damages.
9. *Prior release/limitation of liability and damages (Terms of Use).* Plaintiff's claims are barred by a prior release of all claims pursuant to Uber's Terms of Use, which disclaim any liability or damages resulting from the actions of third-party drivers.
10. *Abstention.* The Court should abstain from adjudicating Plaintiff's claims in deference to the limitations provided by California Public Utilities Code Section 1759.

JURY TRIAL DEMANDED

Defendants hereby demand a trial by jury on all issues so triable.

DATED: August 5, 2025

Respectfully submitted,

/s/Laura Vartain Horn

Laura Vartain Horn

Laura Vartain Horn (SBN 258485)

laura.vartain@kirkland.com

KIRKLAND & ELLIS LLP

555 California Street, Suite 2700

San Francisco, CA 94104

Telephone: (415) 439-1625

Allison M. Brown (Admitted *Pro Hac Vice*)

KIRKLAND & ELLIS LLP

2005 Market Street, Suite 1000

Philadelphia, PA 19103

Telephone: (215) 268-5000

alli.brown@kirkland.com

Jessica Davidson (Admitted *Pro Hac Vice*)

KIRKLAND & ELLIS LLP

601 Lexington Avenue

New York, NY 10022

Telephone: (212) 446-4800

jessica.davidson@kirkland.com

Attorneys for Defendants

UBER TECHNOLOGIES, INC.,

RASIER, LLC, And RASIER-CA, LLC

CERTIFICATE OF SERVICE

I hereby certify that on August 5, 2025, I electronically filed the foregoing document with the Clerk of the Court using the CM/ECF system, which will automatically send notification of the filing to all counsel of record.

By: /s/ Laura Vartain Horn

Laura Vartain Horn